

# **REQUEST FOR QUALIFICATIONS**

**FOR**



**DEPARTMENT OF PUBLIC WORKS**

## **MASTER GEOTECHNICAL SERVICES CONSULTANT SELECTION**

**FEBRUARY 11, 2013**

## **1.0 Introduction**

The City of Milwaukee Department of Public Works (DPW) is seeking qualifications from consultants interested in providing geotechnical engineering services for the City of Milwaukee Department of Public Works on an as-needed basis.

This Request for Qualifications (RFQ) process will culminate in selection of a single master engineering consultant to provide geotechnical engineering services on an as-needed basis for both City of Milwaukee-funded services and WISDOT-funded services.

DPW shall employ a qualifications-based evaluation process to select the master geotechnical engineering services consultant. Upon evaluation of RFQ responses, a “no fee” professional services contract incorporating standard City of Milwaukee provisions will be negotiated with the most qualified consultant to provide as-needed geotechnical engineering services through the term of the contract. In the event a contract cannot be negotiated with the most qualified consultant, contract negotiations shall proceed with the next most qualified consultant until a contract is awarded. The professional services contract shall include unit prices for typical services that shall be in force through the term of the contract. Individual services shall be procured through execution of specific work orders against the “no fee” contract.

For WISDOT-funded geotechnical engineering services, the master geotechnical consultant shall become a subconsultant to the City of Milwaukee DPW under an existing master engineering services contract between the City of Milwaukee DPW and the WISDOT and be subject to the provisions of that contract. Individual services shall be procured through execution of specific work orders against the appropriate DPW/WISDOT master contract.

Award of the master geotechnical engineering services contract does not guarantee a minimum number of work orders per year, or throughout the life of the contract. The number and scope of work orders shall be determined by the needs of the DPW and available funding. DPW reserves the right to issue additional RFQ's for specific geotechnical engineering services at DPW's sole discretion.

Any work order executed under this RFQ will be administered and managed by the specific DPW division that requires the services. Each division will determine its own needs for engineering services, secure funding, and facilitate any other arrangements for the engineering services consultant. Standards and documentation associated with the services shall be appropriate to the funding source and departmental requirements.

The total cost for each work order for specific engineering services will be negotiated based on the scope of the engineering services being requested. Upon successful scope and fee negotiations, the City of Milwaukee will enter into a work order with the selected consultant with an "actual cost plus fixed fee not to exceed" or "lump sum" basis of payment. The DPW division requesting the services will be responsible for making payments for the services performed.

All work orders executed under this master services consultant selection process must comply with the regulatory requirements and standards of the City of Milwaukee, the Wisconsin Department of Transportation, the Federal Highway Administration, and/or other applicable regulatory agencies depending on the funding source and departmental requirements. Each individual work order shall define specific requirements and standards that apply to that specific work order.

The contract term for master geotechnical services will be two years, with the option of extending the service period for three additional one-year periods upon mutual consent of the DPW and the selected consultant.

## **2.0 Scope of Services**

The City of Milwaukee Department of Public Works is seeking a master geotechnical engineering consultant to provide geotechnical engineering services on an as-needed basis.

As the selected firm will be working on an as-needed basis, there is not a specific scope of work to outline in this Request for Qualifications document. Once DPW recognizes a need for a geotechnical engineering services, DPW will define the scope of services needed and request that the selected consultant prepare a task-specific work plan and cost estimate for DPW review. Upon successful negotiation of the scope and fee, the City of Milwaukee will enter into a work order with the master consultant.

The geotechnical engineering services that may be conducted under specific work orders may include, but are not limited to:

1. Obtain any applicable Right Of Way permits and/or permission for work from stakeholders.
2. Perform field services including:
  - Soil sampling
  - Soil borings (including proper hole abandonment or backfilling to any applicable standards)
  - Permeability testing
  - Inclinator and extensimeter installation
  - Pressuremeter testing
  - Piezometer installation
  - Vibration monitoring
  - Surcharge installation
  - Plate load testing
  - Vane shear testing

- Geophysical surveys
  - Determine ground water level
3. Perform laboratory services with procedures recommended by American Society for Testing and Materials (ASTM) and/or other relevant specifications including:
- Consolidation testing
  - Triaxial testing
  - Shear testing
  - Permeability testing
  - Swell testing
  - Unconfined compressive strength
  - Soil classification through sieve analysis
  - Atterberg limits
  - Volatile Organic Compound (VOC) vapors
  - Polynuclear Aromatic Hydrocarbons (PAHs)
  - Environmental considerations
4. Conduct geotechnical investigations of soils and groundwater and perform analysis to provide site-specific design parameters such as lateral design requirements, recommended type of foundation, recommended type of retaining wall (ie. Mechanically Stabilized Earth (MSE) or cast-in-place concrete), estimated anticipated settlement, site preparation considerations, construction considerations, seismic considerations, etc. for:
- Bridge foundations
  - Building foundations
  - Roadway pavements
  - Underground utilities
  - Retaining walls
  - Embankments

- Slopes
  - Earth retention systems
5. Prepare reports summarizing results of geotechnical testing and analysis and providing conclusions and recommendations. Recommendations for bridges and retaining walls shall be in accordance with LRFD analysis and report per WisDOT manual. Recommendations and conclusions for buildings or other structures shall be in accordance with the current edition of the International Building Code (IBC).

### **3.0 General Conditions**

#### **1. Insurance**

Any professional services contract entered into with the consultant selected under this RFQ shall require the consultant to carry the necessary liability insurance during the terms of this contract or any extension thereof. A Certificate of Insurance shall be provided to the City as evidence thereof naming the City as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to the City prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this agreement. The minimum limits of insurance required by the city are set forth in Appendix A attached hereto.

#### **2. Office of Small Business Development (OSBD) / Disadvantaged Business Enterprises Participation**

Any work order entered into with the consultant selected under this RFQ may require disadvantaged business participation as certified under the City's Office of Small Business Development (OSBD) Program OR under WISDOT's Disadvantaged Business Enterprise program, depending on the funding source associated with the individual engineering services necessary. The

level of participation under each work order shall be established at the time services are required and may vary based the type of engineering services required. However, it is DPW's goal to achieve an 18% average participation rate on services procured under this RFQ.

### **3. Indemnification and Defense of Suits**

Any professional services contract entered into with the consultant selected under this RFQ shall require the consultant to defend, indemnify, and hold harmless the City of Milwaukee. In case any action in court, claim, or proceeding before an administrative agency is brought against the City or any of its officers, agents, or employees for the failure, omission, or neglect of the consultant, in whole or in part, to perform any of the covenants, acts, matters, or things by this agreement undertaken or for injury or damage caused by the negligence of the consultant, its officers, agents and employees, the consultant shall defend, indemnify, and save harmless the City and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. Provided however, that in no event shall consultant's total liability for loss (indemnity or defense) exceed consultant's prorata share of all fault causing any injury or loss. The City shall tender the defense of any claim or action at law or in equity to the consultant or the consultant's insurer, and upon such tender, it shall be the duty of the consultant or the consultant's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees. The consultant shall be solely responsible for the conduct and performance of the services required under the professional services contract and for the results therefrom. This clause is not intended to have the consultant be responsible for the negligent errors or acts of the City, its officers, agents and employees or anyone else of whom they are responsible.

### **4. Records, Audits and Confidentiality**

Any professional services contract entered into with the consultant selected under this RFQ shall require the consultant to establish and maintain an original project file incorporating all project materials for future reference by the City. The consultant is to provide copies of all data, calculations, and reports, as may be requested by the Commissioner of Public Works. All materials produced under the contract are to become and/or remain the property of the City of Milwaukee. The City may utilize such material in any manner or purpose, as it desires without the further permission, approval or compensation to the consultant. The consultant may not use or publish any materials produced under the contract without the written permission of the Commissioner.

The consultant shall maintain books; records, documents and other evidence directly pertinent to performance the professional services contract in accordance with accepted applicable, professional practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, papers, or any records of the consultant which are directly pertinent to this agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

The City and the consultant shall comply with the *Public Records Law of Wisconsin* and the consultant will assist the City in conforming to the law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of the final payment under the professional services contract.

All data and information pertaining to this RFQ shall be treated by the Proposer and its agents as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the City.

All material submitted pursuant to this RFQ shall become the property of the City of Milwaukee. Submittals shall be kept confidential and will not be released until the consultant selection process is complete with the exception of the Consultant Selection Committee.



## **5. Non-Discrimination and Equal Employment**

Any professional services contract entered into with the consultant selected under this RFQ shall require the consultant to agree to not willfully refuse to employ, to discharge, or to discriminate any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; to discriminate for the same reason in regard to tenure, terms or conditions of employment not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status, or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status.

## **6. Subcontracting / Project Teams**

Consulting firms responding to this RFQ may identify subconsultants in order to appropriately fulfill all aspects of the scope of services and OSBD/DBE participation goals as outlined in this document. A prime consultant that enters into a professional services contract under this RFQ shall be responsible for all services performed under the contract by subconsultants.

Unless identified in the response to this RFQ, none of the services to be performed under professional service contracts shall be subcontracted without the prior written approval of the City. If any services are subcontracted, the performance of such services shall be specified by the professional services contract and shall be subject to each provision contained therein.

## **7. Other**

The City of Milwaukee shall not be liable for any costs incurred by the consultant in responding to this RFQ.

Depending on the funding source for specific engineering services, there may be other requirements and provisions that the consultant will have to adhere to during the conduct of the engineering services. Such requirements will be identified in the professional services contract or work order.

The City of Milwaukee reserves the right to accept or reject any or all submittals and to waive irregularities in submittals which would best serve City of Milwaukee interests

#### **4.0 Submittal**

Five (5) copies of the qualifications submittal shall be delivered no later than 4:00 P.M. on the specified due date. Proposals received after the deadline shall be returned to the sender unopened. The submittal shall be labeled “Qualification Submittal to Provide Master Geotechnical Engineering Services” and be submitted to:

Mr. Jeffrey S. Polenske, City Engineer  
841 North Broadway, Room 701  
Milwaukee, WI 53202

As a qualifications-based evaluation process will be employed, responses to this RFQ shall **NOT** include unit prices. The format for the submittal shall be as follows:

- a) Cover letter (optional)
- b) Firm/Team Identification
  - Provide the name and address of submitting firm and subconsultant (if any).
  - Indicate if the firm(s) is licensed to operate in Wisconsin.

- Provide name, title, phone number and E-mail address of the individual authorized to negotiate a contract for the firm.
- Indicate if the firm(s) has or plans to maintain a full time project office in Milwaukee.

c) Firm/Team Background, Qualifications and Experience

- Provide a general description of the firm/team's areas of expertise.
- Identify the firm/team's experience on projects listed in the scope of services. Provide a description of representative projects including responsibilities and client references.

d) Project Manager

- Identify the proposed Project Manager (name, phone number, E-mail address).
- Provide the proposed project manager's project management experience in the scope of services including descriptions of at least one representative project and client references (may be the same projects identified in "c").

e) Team Staff

- Identify the proposed key team members (name, phone number, E-mail address). Provide the proposed team members' experience including descriptions of at least one representative project and client references (may be the same projects identified in "c").

f) Office of Small Business Development (OSBD) Program / Disadvantaged Business Enterprises (DBE) Utilization

- Provide a description of the intended approach to achieve any OSBD or DBE participation goals that may be established for individual services.

## **5.0 Requests for Clarification**

Any requests for clarification pertaining to this RFQ shall be made in writing or electronically by the specified date to:

Mr. Jeffrey S. Polenske, City Engineer  
841 North Broadway, Room 701  
Milwaukee, WI 53202  
E-Mail [jeffpolenske@milwaukee.gov](mailto:jeffpolenske@milwaukee.gov)

The City of Milwaukee shall make every effort to respond to such requests. Any responses shall be made available to all prospective firms through the City of Milwaukee website. However, requests for clarification shall not be cause to extend submittal deadline.

## **6.0 Procurement Schedule**

The following is the projected timetable for submission, evaluation, and acceptance of proposals to perform the necessary services.

Availability of RFQ	February 11, 2013
Written Requests for Clarification (due by 4:00pm)	February 18, 2013
Response to Requests for Clarification	February 21, 2013
<b>Submittal Due Date</b>	<b>February 25, 2013</b>
Oral Interviews (if necessary)	March 6, 2013
Notification of Selected Firm(s)	March 11, 2013
Service Period Commencement	March 15, 2013
Service Period Completion	March 15, 2015

## **7.0 Evaluation Criteria / Selection Procedure**

The criteria listed below will be used to evaluate submittals and select a consultant to provide master geotechnical engineering services including, but not limited to:

- a) Qualifications and experience in providing services under the specified scope of services

- Ability to perform tasks using applicable guides and codes as outlined in section '2.0 Scope of Services' in a timely, organized, and efficient manner based on previous representative projects
- Firm/Team, Project Manager, and Team qualifications and experience

b) OSBD / DBE participation approach

c) Local experience and knowledge

- Firm/team experience in and familiarity with the City of Milwaukee including the ability to perform services effectively and efficiently under short notice.

Based on evaluation of the submittals received, the Consultant Selection Committee shall select a consultant for future geotechnical services under the master contract. In addition to evaluating and selecting firms based on qualifications, DPW reserves the right to procure master geotechnical services in a manner that best serves DPW's interests.

If necessary, selected firms/teams will be invited to make an oral presentation and/or be interviewed to aid the Consultant Selection Committee in making final selections for firms/teams to provide future services under the master contract.

## APPENDIX A

**INSURANCE REQUIREMENTS  
FOR  
PROFESSIONAL SERVICE CONTRACTS**

I. Worker's Compensation and Employer's Liability

<u>Coverage Amounts</u>			
Worker's Compensation			Statutory
Employer's Liability			
Bodily Injury by Accident		Each Accident	\$100,000.00
	Bodily Injury by Disease	Each Employee	100,000.00
	Bodily Injury by Disease	Policy Limit	500,000.00

II. Commercial General Liability

<b>Limits of Liability</b>		
<b>Bodily Injury/Property Damage</b>		
	Each Occurrence	\$1,000,000.00
	General Aggregate	\$1,000,000.00
	Products/Completed	
	Operations Aggregate	\$1,000,000.00
Personal Injury	Aggregate	\$1,000,000.00
<u>To Include:</u>		
Occurrence Form		
Premises/Operations Coverage		
Products/Completed Operations Coverage		
(to extend for two (2) years after the acceptance of the work by the		
City of Milwaukee)		
Contractual liability for risks assumed in this agreement		

III. Automobile Liability

<b>Limits of Liability</b>		
Bodily Injury/Property Damage	Each Accident	\$1,000,000.00
<u>To Include:</u>		
Coverage on all Owned, Non-Owned and Hired Vehicles		

IV. Umbrella Liability

<u>Limits of Liability</u>		
Personal Injury/Property Damage	Each Occurrence	\$5,000,000.00
	Aggregate	\$5,000,000.00
<u>To Include:</u>		
Occurrence Insuring Agreement		
First Dollar Defense Coverage		
Insuring Agreement which will:		
Provide Excess Protection to the Primary Coverage (exclusive of professional liability)		

V. Professional Liability

<u>Limits of Liability</u>		
Wrongful Act	Per Incident	\$2,000,000.00
	Aggregate	\$2,000,000.00
<u>To Include:</u>		
Insuring agreement to cover errors, and omissions including loss, costs and expenses, which result from the operations of the service provider. If insuring agreement is claims made, the coverage must be continued for the duration of the contract or for a period to time after contract completion date as required by the City of Milwaukee.		

Note: With regard to Section Nos. II, III and IV, a Certificate of Insurance shall be provided to the Department of Public Works as evidence thereof naming the CITY as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to the Department of Public Works prior to change, termination or cancellation.